

Virginia Department of the Treasury - Division of Unclaimed Property Auction
October 15-16, 2003 - BIDDER REGISTRATION & TERMS AND CONDITIONS

1. Obtaining a bidder's number signifies understanding, acceptance and agreement of all terms and conditions listed herein and announced by Auctioneer. Announcements made from the podium during the auction, if different from written terms, supercede prior written terms.
2. Pursuant to Section §55-210.18 of the Code of Virginia items to be auctioned were remitted to the State Treasurer and came from unclaimed or abandoned safe deposit boxes, law enforcement and other sources.
3. Identification: all bidders are required to have a Bidders Number to bid, registering by full name, address, driver's license number and telephone number. Absentee bids must be secured by a MasterCard, VISA or American Express.
4. Please clearly show your bid number to the Auctioneer and Clerk after each purchase to eliminate possible error. The auction is being videotaped for your protection. The record of the Auctioneer/Clerk is final in the event of any dispute.
5. Everything is being sold in an "as is, where is" condition. The Commonwealth of Virginia, the Auctioneer and the auction firm do not make any warranty of any kind, expressed or implied, as to the condition, authenticity or merchantability of the articles being offered for sale. In order to maximize the results on the sale of these assets any and all properly registered bidders will be allowed to bid on their own behalf including the general public at large, all state employees and its agents including auctioneer and staff. The unclaimed personal property lots are being sold by bid, bulk bid or separate bids as determined by Seller and Auctioneer. Auctioneer reserves the right to sell items at his own discretion in the order he sees fit. The Commonwealth of Virginia reserves the right to reject any bid or to remove items from sale at its sole discretion. The Auctioneer, auction firm and personnel serve only to "cry the bid"; all matters subject to legal interpretation above and beyond the scope of Virginia Auction Statutes shall be resolved between Buyer and Seller through arbitration. It is understood that the **catalog descriptions, quantities and other information are representative only for purposes of identifying lots being sold are subject to error and omission**. Buyers must rely on their own inspection to bid and to buy. **No responsibility of any kind is taken for accuracy of representation; Descriptions are purposefully generic and non-descriptive in nature. There are fakes and forgeries in this sale-buyer beware- careful inspection is imperative!**
6. Responsibility- Purchaser assumes complete responsibility for all items once he is established as high bidder and Auctioneer says "SOLD".
7. Payment: All bidder accounts must be paid in full prior to removal of any lots from the auditorium. Terms of payment are cash or good check. MasterCard, VISA or American Express may be used with the addition of a 3% administrative fee. A buyer's premium in the amount of 10% will be added to all successful bids and be considered a part of the final bid price subject to taxation.
8. Removal: Items must be paid for and removed within two hours following the end of each auction day. Successful absentee bids must also be picked up or shipped at bidder's expense.
9. Personal and Property Risk: Persons attending during preview, sale or removal of goods assume all risks of damage or loss to person or property and specifically release the Commonwealth of Virginia, the Auctioneer, auction firm and personnel from liability therefore. Neither the Commonwealth of Virginia, the Auctioneer, auction firm nor company principals shall be liable by reason of a defect in, or condition of the premises on which the sale is held.